



**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
F A S
STANDARD CONTRACT**

FOR COUNTY USE ONLY

E	X	New	Vendor Code		SC	Dept.	097	A	Contract Number		
M		Change									
X		Cancel									
County Department					Dept.		Orgn.		Contractor's License No.		
FLOOD CONTROL DISTRICT					097		097				
Flood Control District Contract Representative					Ph. Ext.		Amount of Contract				
VANA R. OLSON, P.E., Chief					72571		\$0.00				
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number				
RFA	091	091					FA19806				
Commodity Code				Estimated Payment Total by Fiscal Year							
				FY	Amount	I/D	FY	Amount	I/D		
Project Name											
Cucamonga Creek b/w Red											
Hill Country Club Drive and											
Baseline Road											

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the District, and

Name City of Rancho Cucamonga hereinafter called CITY

Address Post Office Box 807

Rancho Cucamonga, Ca. 91729-0807

Phone (909) 477-2700 Birth Date _____

Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, CITY desires to effect, at no cost to the **DISTRICT**, the construction, operation, and maintenance of slopes (herein after referred to as **IMPROVEMENTS**) for portions of Carnelian Street. The construction, operation, and maintenance will necessitate **CITY'S** use of certain **DISTRICT** owned lands for the **IMPROVEMENTS**; and

WHEREAS, CITY desires to construct the **IMPROVEMENTS** within **DISTRICT** lands and within adjoining **CITY** lands, which **DISTRICT** lands are hereinafter referred to as **AREA OF COMMON USE**, as shown on attached plats marked "EXHIBIT A" and "EXHIBIT B"; and

WHEREAS, DISTRICT desires to preserve the right to operate and maintain flood control and water conservation works within and across the **AREA OF COMMON USE**;

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

A) DISTRICT HEREBY:

1. Consents to the operation, maintenance, and reconstruction of the **IMPROVEMENTS** at no expense to the **DISTRICT** within the **DISTRICT** owned **AREA OF COMMON USE** and to allow **CITY** and the public to occupy and use the **AREA OF COMMON USE**; provided, however, that no use, occupancy, construction, reconstruction, or maintenance, shall be effected by the **CITY**, its successors or assigns, in any manner which, in the opinion of the Flood Control Engineer of the **DISTRICT**, may interfere or conflict with any structures, facilities, operation, or uses which **DISTRICT** has or intends to have upon these lands, without first submitting plans for such use and/or occupancy to

DISTRICT'S Flood Control Engineer at least thirty (30) days prior to the date of such intended use or occupancy and obtaining his written approval thereof, which approval shall not be withheld, if in the opinion of the Flood Control Engineer, the proposal does not interfere or conflict with the **DISTRICT'S** interests.

2. Agrees to process all permits requested by the **CITY** which are needed to operate, maintain, or reconstruct the **IMPROVEMENTS** and which are properly applied for as provided herein subject to the provisions and conditions of this Agreement.

3. Agrees to submit to the **CITY** Engineer at least thirty (30) days in advance, plans for any proposed reconstruction and/or maintenance of **DISTRICT** facilities within the **AREA OF COMMON USE** which may endanger, interfere, or conflict with **CITY'S IMPROVEMENTS** or their functional operation and obtain written approval from the **CITY** of such plans.

4. Acknowledges **CITY'S** right to the **AREA OF COMMON USE**. Except in emergencies, **DISTRICT** shall give reasonable notice to the **CITY** before performing any work on flood control improvements in the **AREA OF COMMON USE**, where such work will be performed within public road right-of-way, if which work will in any way alter or obstruct the public roadway.

5. Agrees to allow access along the easterly channel access road from Red Hill Country Club Drive to Base Line Road. The access is only to be used to gain access for the purpose of maintaining the **IMPROVEMENTS**.

B) CITY AGREES:

1. To submit to **DISTRICT** at least thirty (30) days in advance, plans for any proposed reconstruction of and/or maintenance to **IMPROVEMENTS** within **AREA OF COMMON USE** which may endanger, interfere or conflict with the flood control improvements or their functional operation and obtain written approval, from the **DISTRICT**, of such plans.

2. To accept full responsibility for the operation and maintenance of and liability for the **IMPROVEMENTS**, including all appurtenant works located within the **AREA OF COMMON USE**.

3. To acknowledge **DISTRICT'S** right to the **AREA OF COMMON USE** and the priority of **DISTRICT'S** rights within the **DISTRICT** owned **AREA OF COMMON USE**. Except in emergencies, **CITY** shall give reasonable notice to the **DISTRICT** before performing any work on **CITY'S IMPROVEMENTS** in the **AREA OF COMMON USE**, where such work will be performed within channel and/or levees areas, if such work will in any way alter or obstruct the flow of or potential flow of waters within the flood control and conservation works.

4. To use the easterly channel access road only to gain access to the **IMPROVEMENTS**. **CITY** also agrees to repair any damage to the access road, channel fencing and/or flood control facilities damaged due to its use of the access road.

5. To:

INDEMNIFICATION - The **CITY** agrees to indemnify, defend and hold harmless the **DISTRICT** and the County and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, including the acts, errors or omissions of any person and for any costs or expenses incurred by the **DISTRICT** and or the County on account of any claim therefore, except where such indemnification is prohibited by law. **CITY'S** obligation to indemnify **DISTRICT** and County pursuant to this paragraph shall not apply to any liability, loss, damage, costs, or expenses arising from the willful misconduct or sole negligence of **DISTRICT** or County.

INSURANCE - Without in anyway affecting the indemnity herein provided and in addition thereto, the **CITY** shall secure and maintain throughout the term of this agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **CITY** and all risks to such persons under this agreement.

Comprehensive general and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single coverage limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Worker's Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the **DISTRICT** and the County and their officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - **CITY** shall require the carriers of the above required coverages to waive all rights of subrogation against the **DISTRICT** and the County and their officers, employees, agents, volunteers, contractors and subcontractors.

Policy Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance of self-insurance programs carried or administered by the **DISTRICT** and the County.

Proof of Coverage - **CITY** shall immediately furnish certificates of insurance to the **DISTRICT** evidencing the insurance coverages, including endorsements, above required prior to the commencement of the performance of services hereunder, which certificates shall provide that such insurance shall not be terminated of expire without thirty (30) days written notice to the **DISTRICT**, and **CITY** shall maintain such insurance from the time **CITY** commences performance of the services hereunder until completion

of such services. Within sixty (60) days of the commencement of this agreement, the **CITY** shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the **DISTRICT** and/or the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances are not available, are unreasonably priced, or are not needed to protect the interests of the **DISTRICT** and/or the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **DISTRICT** and/or the County, inflation, or any other item reasonably related to the **DISTRICT'S** and/or the County's risk.

Any such reduction or waiver for the entire term of this agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. **CITY** agrees to execute any such amendment within thirty (30) days of receipt.

The **DISTRICT** and/or the County recognize that the **CITY** may be self-insured and agrees to accept letters of self-insurance.

THIS AGREEMENT shall inure to the benefit of and be binding on the successors and assigns of both parties.

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

Chairman, Board of Supervisors

(State if corporation, company, etc.)

Dated _____

By _____
(Authorized Signature)

ATTESTED:

Secretary of the Flood Control District

Dated _____

Title _____

Address _____

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

County Counsel

Date _____

Agency Administrator/CAO

Date _____

Date _____

Date _____